

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p align="center">LEASE AMENDMENT</p>	LEASE AMENDMENT No. 4
<p>ADDRESS OF PREMISES 250 Delaware Avenue Buffalo, NY 14202-2014</p>	<p>TO LEASE NO. GS-02P-LNY24174</p> <p>PDN Number: N/A</p>

THIS AMENDMENT is made and entered into between **DNC 250, Inc.**

whose address is: 100 Corporate Parkway, Suite 500, Amherst, New York 14226

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish the Broker Commission and Commission Credit.


NOW THEREFORE, for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective as of the day hereof, as follows:

(Lease Amendment No. 4 continued on Page 2)


This Lease Amendment contains two (2) pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

Signature: 
 Name: MICHAEL J. MONTANTE
 Title: VICE PRESIDENT
 Entity Name: DNC 250, INC.
 Date: OCTOBER 20, 2017

FOR THE GOVERNMENT:

Signature: 
 Name: Mary Nowobilski
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: October 23, 2017

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: LYUBOV GOLEZ
 Title: SALES SECRETARY
 Date: OCTOBER 20, 2017

MJ

1. The Broker Commission and Commission Credit, as defined in Lease Amendment #3, is modified and replaced as follows:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Savills Studley, Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **Savills Studley, Inc.**

B. The remaining [REDACTED] will not be applied as the Commission Credit; rather the Commission Credit memorialized in No. 5 of Lease Amendment No. 2 executed on July 13, 2017, shall be applied as said Commission Credit. Therefore, [REDACTED] is to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence in month four (4) of the Lease rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

C. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment **\$35,329.48**.

Month 2 Rental Payment **\$35,329.48**.

Month 3 Rental Payment **\$35,329.48**.

(END OF FREE RENT PERIOD)

Month 4 Rental Payment **\$162,029.94** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.

Month 5 Rental Payment **\$162,029.94** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.*

Month 6 Rental Payment **\$162,029.94** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.*

2. Except as modified in this Lease Amendment, all terms and conditions of the Lease shall remain in full force and effect and in the event that any of the terms and conditions of this Lease Amendment conflict with any terms and conditions of the Lease, the terms and conditions of this Lease Amendment shall control and govern.

INITIALS: &
LESSOR GOV'T